

DEC 27 1993

License No. 37-00697-02
Docket No. 030-00458
Control No. 118430

Temple University
ATTN: Leslie F. Muhlfelder
University Council
435 Carnell Hall
Philadelphia, Pennsylvania 19122

Dear Ms. Muhlfelder:

Subject: Financial Assurance for Decommissioning

After reviewing Amendment No. 26 of License No. 37-00697-02, we determined that your facility does not require financial assurance for decommissioning purposes, and therefore, you are in compliance with 10 CFR 30.35. You may proceed in reducing the face amount of the Treasury Notes held in escrow by the amount specified in your letter dated March 14, 1991. Please note, a minimum balance in the amount of \$750,000 must be maintained at all times for License No. 37-00697-31, in accordance with Paragraph 1 of the Escrow Agreement dated July 27, 1990.

We apologize for the delay in processing this request.

We wish you continued success in operating a safe and effective licensed program.

Sincerely,

Original Signed By:
Mohamed M. Shanbaky

Mohamed M. Shanbaky, Chief
Research and Development Section
Division of Radiation Safety
and Safeguards

260204

OFFICIAL RECORD COPY - S:\PENDING\TEMPLE.FA - December 23, 1993

ML 10

9402070207 931227
PDR ADOCK 03000458
C PDR

Temple University

-2-

cc:

Temple University

ATTN: A. Alan Moghissi, Ph.D.

Associate Vice President

Environmental Health and Safety

3401 North Broad Street

Philadelphia, Pennsylvania 19140

bcc:

M. Shanbaky, RI

A. Dimitriadis, RI

DRSS:RI
Dimitriadis/gc

12/29/93

DRSS:RI
Shanbaky

12/27/93



TEMPLE UNIVERSITY
A Commonwealth University

University Counsel
(215) 787-6526

Philadelphia, Pennsylvania 19122

030-00458

March 14, 1991

Eric Reber
Nuclear Regulatory Commission
Region One
475 Allendale Road
King of Prussia, PA 19406

RECEIVED BY LFDCB
Date 8/23/93
Log Aug 13 ²
By [Signature]
Date Completed 8/23/93

Re: Temple University ^{3x}
License No. 37-00697-02 stet

Dear Mr. Reber:

Thank you for your telephone call of March 12, 1991, during which you advised me that the NRC has granted Temple University an exemption from the decommissioning financial assurance requirements for License No. 37-00697-02. Pursuant to paragraph 9 of Temple's Escrow Agreement with Provident National Bank (a copy of which is attached hereto as Exhibit A), Temple hereby requests authorization from the NRC to reduce the face amount of the Treasury Notes held in escrow by \$75,000 (or from \$830,000 to \$755,000).

If this request meets with the NRC's approval, would you kindly indicate your concurrence by signing the enclosed copy of this letter and returning it to me. I will then instruct the Escrow Agent accordingly.

Thank you again for your assistance with this matter.

Sincerely,
Leslie F. Muhlfelder
Leslie F. Muhlfelder

LFM/lrh
Enc.
cc: Lawrence C. Connolly
Dr. Ronald E. Zelac

MAR 18 1991

REQUEST APPROVED:
Nuclear Regulatory Commission

FEE EXEMPT

170.11(A)(4)

By: _____

Title: _____

Date: _____

Postmarked 3/15/91

118430
JUL 29 1993

EXHIBIT A

ESCROW NUMBER 07123-00-b

ESCROW AGREEMENT (the "Agreement") entered into as of July 27, 1990, by and between Temple University-Of the Commonwealth System of Higher Education, a Pennsylvania not-for-profit corporation, hereinafter referred to as "Temple" or the "Licensee," and Philadelphia National Bank, 510 Walnut Street, Philadelphia, Pennsylvania 19106, hereinafter referred to as the "Escrow Agent."

WHEREAS, the U.S. Nuclear Regulatory Commission (NRC), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 30, which are applicable to the Licensee, and which require that a holder of, or an applicant for, a Part 30 license provide assurance that funds will be available when needed for required decommissioning activities;

WHEREAS, the Licensee has elected to use a deposit of government securities to provide all of such financial assurance for the facilities identified herein; and

WHEREAS, such government securities will be held by the Escrow Agent pursuant to this escrow Agreement; and

WHEREAS, the Licensee, acting through its duly authorized officers, has selected the Philadelphia National Bank to be the Escrow Agent under this Agreement, and the Philadelphia National Bank is willing to act as Escrow Agent;

NOW, THEREFORE, the Licensee and the Escrow Agent agree as follows:

Paragraph 1. Establishment of Escrow Account

It is agreed between the parties that Temple has elected to establish an escrow account with Escrow Agent to provide financial assurance for decommissioning of the facilities in the amounts shown below:

1. Temple University-Of the Commonwealth System of Higher Education
3307 N. Broad Street, Room B49
Philadelphia, PA 19140
License No. 37-00697-31
Certified Decommissioning Costs: \$750,000
Escrow Account: \$750,000

2. Temple University-Of the Commonwealth System of
Higher Education
3307 N. Broad Street, Room B49
Philadelphia, PA 19140
License No. 37-00697-02
Certified Decommissioning Costs: \$75,000
Escrow Account: \$75,000

Paragraph 2. Description of Property in Escrow Account

It is hereby acknowledged by the parties that United States Treasury Notes with a face amount of \$830,000 as more fully described in the attached Exhibit A, have been delivered to the Escrow Agent on July 27, 1990, and will remain in the escrow account created by this Agreement until one of the three conditions stated in paragraph 3 of this Agreement has been satisfied.

Temple warrants to and agrees with Escrow Agent that, unless otherwise expressly set forth in this Agreement: there is no security interest in the property in the escrow account or any part thereof; no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow account or any part thereof; and the Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists or to file any financing statement under the Uniform Commercial Code with respect to the escrow account or any part thereof.

Paragraph 3. Conditions of Escrow Agreement

The property described in Paragraph 2, above, will remain in the escrow account created by this Agreement until one of the three following conditions has been satisfied: (1) the decommissioning activities required by 10 CFR 30 have been completed, the license has been terminated, the facility sites are available for unrestricted use for any public or private purpose, and the escrow has been terminated by joint notice, in writing, from Temple and the NRC; or (2) the Licensee has presented a certificate to Escrow Agent which satisfies the conditions of paragraph 4 below; or (3) pursuant to paragraph 4 below, the Escrow Agent has been notified by the NRC in writing, that the Licensee has defaulted on the agreed obligation to carry out the decommissioning for the above listed facilities. Notwithstanding the above, the Escrow Agent shall remit all income received in the escrow account to the Licensee.

Paragraph 4. Disbursement of Property in Escrow Account

The Escrow Agent shall make payments from the escrow account upon the presentation of a certificate duly executed by the Secretary of Temple attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate (Exhibit B), and upon presentation of a certification attesting to the following conditions:

- (1) that decommissioning is proceeding pursuant to an NRC-approved plan;
- (2) that the funds withdrawn will be expended for activities undertaken pursuant to that plan; and
- (3) that the NRC has been given thirty (30) days prior notice of Temple's intent to withdraw funds from the escrow account.

Alternatively, upon Escrow Agent receiving from the NRC written notification of Licensee's default, Escrow Agent shall make payments from the escrow account as the NRC shall direct, in writing, to provide for the payment of the costs of the required decommissioning activities covered by this Agreement. The Escrow Agent shall reimburse the Licensee or other persons as specified by the NRC from the escrow account for expenses for required activities in such amounts as the NRC shall direct in writing. In addition, the Escrow Agent shall refund to Temple such amounts as the NRC specifies in writing. Upon refund, such funds shall no longer constitute part of the escrow account as described in paragraph 2, above.

Paragraph 5. Irrevocability

It is also agreed between the parties that this escrow became irrevocable upon delivery to the Escrow Agent, and will remain irrevocable and in full force and effect until the occurrence of one of the conditions described in Paragraph 2, above.

Paragraph 6. Powers of the Escrow Agent

The only powers and duties of the Escrow Agent shall be to hold the escrow property and to invest, reinvest and dispose of it in accordance with the terms of this Agreement.

Escrow Account Management

The Escrow Agent shall invest and reinvest the principal of the escrow account in accordance with the instructions which Temple may communicate in writing to the Escrow Agent from time to time,

subject, however, to the provisions of the escrow account and the list of acceptable government securities attached hereto as Exhibit C; except that:

- (a) Securities or other obligations of the Licensee, or any other owner or operator of the licensed facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended (15 U.S.C. 80A-2(a)), shall not be acquired or held, unless they are securities or other obligations of the Federal or State government;
- (b) The Escrow Agent is authorized to invest and reinvest the escrow account in time or demand deposits to the extent insured by an agency of the Federal government;
- (c) The Escrow Agent is authorized to hold cash, awaiting investment, reinvestment or distribution uninvested, for a reasonable time and without liability for the payment of interest thereon; and
- (d) Prior to making any investment or reinvestment, Escrow Agent will obtain the written direction of Temple to such investment or reinvestment.

Express Power of the Escrow Agent

Without in any way limiting the powers and discretion conferred upon the Escrow Agent by other provisions of this Agreement or by law, the Escrow Agent is expressly authorized and empowered:

- (a) To register any securities held in the escrow account in its own name, or in the name of a nominee, and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Escrow Agent in other fiduciary capacities, to reinvest funds from matured and redeemed instruments, to file proper forms concerning securities held in the escrow account in a timely fashion with appropriate government agencies, or to deposit or arrange for the deposit of such securities in a qualified central depository, even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee or such depository with other securities deposited of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Escrow Agent shall at all times show that all such securities are part of the escrow account;

- (b) To deposit any cash in the escrow account in interest-bearing accounts maintained or savings certificates issued by the Escrow Agent, in its separate corporate capacity, or in any other banking institution affiliated with the Escrow Agent, to the extent insured by an agency of the Federal government;
- (c) To pay taxes, from the account, of any kind that may be assessed or levied against the escrow account and all brokerage commissions incurred by the escrow account; and
- (d) To make, execute, acknowledge and deliver any and all documents of transfer and any and all other instruments that may be necessary to carry out the powers granted herein.

Paragraph 7. Annual Valuation

After delivery has been made into this escrow account, the Escrow Agent shall annually, at least thirty (30) days before the anniversary date of receipt of the property into the escrow account, furnish to the Licensee and the NRC a statement confirming the value of the escrow account. Any securities in the account shall be valued at market value as of no more than sixty (60) days before the anniversary date of the establishment of the escrow account. The failure of the Licensee to object in writing to the Escrow Agent within 120 days after the statement has been furnished to the Licensee shall constitute a conclusively binding assent by the Licensee, barring the Licensee from asserting any claim or liability against the Escrow Agent with respect to the matters disclosed in the statement.

Paragraph 8. Successor Escrow Agent

Upon ninety (90) days prior notice to the NRC and the Licensee, the Escrow Agent may resign; upon ninety (90) days notice to the NRC and the Escrow Agent, the Licensee may replace the Escrow Agent; provided that such resignation or replacement is not effective until the Licensee has appointed a successor escrow agent and this successor accepts the appointment. The successor escrow agent shall have the same powers and duties as those conferred upon the Escrow Agent under this Agreement. Upon the successor's acceptance of the appointment, the Escrow Agent shall assign, transfer, and pay over to the successor the funds and properties then constituting the escrow account. If for any reason the Licensee cannot or does not act in the event of the resignation of the Escrow Agent, the Escrow Agent may apply to a court of competent jurisdiction of the appointment of a successor, or for instructions. The successor escrow agent shall

specify the date on which it assumes administration of the escrow account in a writing sent to the Licensee, the NRC, and the current Escrow Agent by certified mail ten (10) days before the change becomes effective. Any expenses incurred by the Escrow Agent as a result of any of the acts contemplated by this paragraph shall be paid as provided in Paragraph 10 of this Agreement.

Paragraph 9. Instructions to the Escrow Agent

All orders, requests, and instructions from the Licensee to the Escrow Agent shall be in writing, signed by such persons as are signatories to this Agreement, or such other designees as the Licensee or the NRC may designate in writing. All orders, requests, and instructions from the NRC shall be in writing, signed by the designees of the NRC. The Escrow Agent shall be fully protected in acting in accordance with such orders, requests, and instructions. The escrow agent shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Licensee or NRC under this Agreement has occurred. The Escrow Agent shall have no duty to act in the absence of such orders, requests, and instructions from the Licensee and/or the NRC, except as provided in this Agreement.

Paragraph 10. Compensation and Expenses of the Escrow Agent

The Escrow Agent shall be entitled to reasonable compensation for its services in establishing and maintaining the escrow account as agreed upon in writing with the Licensee. (See fee schedule attached hereto as Exhibit D.) All such compensation, to the extent not directly paid by the Licensee, shall be paid from the escrow account.

Reasonable expenses of the Escrow Agent for the administration of the escrow account to the extent not paid directly by the Licensee, and all other reasonable and proper charges and disbursements shall be paid from the escrow account.

Paragraph 11. Amendment to this Agreement

This Agreement may be amended by an instrument in writing executed by the Licensee and the Escrow Agent provided that the Licensee has given thirty (30) days prior notice to the NRC.

Paragraph 12. Termination

This Agreement may be terminated by written notice of termination to the Escrow Agent signed by Licensee and the NRC, or by the NRC alone if the Licensee has ceased to exist.

Paragraph 13. Interpretation

This escrow Agreement constitutes the entire Agreement between licensee and the Escrow Agent. The Escrow Agent shall not be bound by any other Agreement or contract entered into by Licensee and the only document that may be referenced in case of ambiguity in this escrow Agreement is the licensing Agreement between Temple and the United States Nuclear Regulatory Commission or its successor.

Paragraph 14. Acceptance of Appointment by Escrow Agent

Philadelphia National Bank, does hereby acknowledge its appointment by Temple, the Licensee, to serve as Escrow Agent for the escrow account created under this Agreement and agrees to carry out its obligations and duties as stated in this escrow Agreement.

Paragraph 15. Severability

If any part of this Agreement is invalid, it shall not affect the remaining provisions that will remain valid and enforceable.

Paragraph 16. Immunity and Indemnification

The Escrow Agent shall not incur personal liability of any nature in connection with any act or omission in the administration of this escrow account, or in carrying out any directions of the Licensee or the NRC issued in accordance with this Agreement, unless such liability arises because of a negligent act or omission on the part of the Escrow Agent.

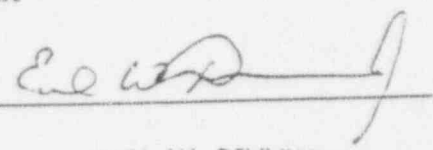
The Escrow Agent shall be indemnified and saved harmless by the Licensee or from the escrow account, or both, from and against any personal liability to which the Escrow Agent may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event that Licensee fails to provide such defense, unless such liability arises because of a negligent act or omission on the part of the Escrow Agent.

Paragraph 17. Controlling Law.

This Agreement shall be administered, construed and enforced according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the respective officers duly authorized and the corporate seals to be hereunto affixed and attested as of the date first written above.

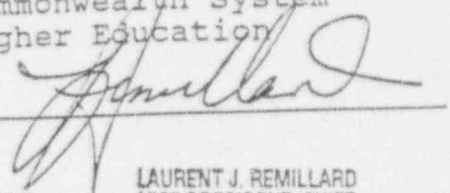
Philadelphia National Bank

By 
Name EARL W. DENNISON
Title VICE PRESIDENT

Date July 27, 1990

Corporate seal:

Temple University-Of the Commonwealth System Higher Education

By 
Name LAURENT J. REMILLARD
VICE PRESIDENT, CHIEF FINANCIAL OFFICER AND TREASURER
Title _____

Date July 27, 1990

Corporate seal:

EXHIBIT "A"

\$830,000 U.S. Treasury Notes 8 1/4%
due November 15, 1994

EXHIBIT B

Specimen Certificate of Events

Philadelphia National Bank
510 Walnut Street
Philadelphia, PA 19106

Attention: Corporate Trust Administration

Gentlemen:

In accordance with the terms of the Escrow Agreement with you dated July 27, 1990, I, _____, Secretary of Temple University of the Commonwealth System of Higher Education ("Temple"), hereby certify that the following events have occurred:

1. Temple is required to commence the decommissioning of its facility located at [insert location of facility] (hereinafter called the decommissioning).
2. The plans and procedures for the commencement and conduct of the decommissioning have been approved by the United States Nuclear Regulatory Commission, or its successor, on _____ (copy of approval attached).
3. The Board of Directors of Temple has adopted the attached resolution authorizing the commencement of the decommissioning.

Secretary of Temple University - Of
the Commonwealth System of Higher
Education

Date

EXHIBIT C

Acceptable government securities are as follows:

1. Federal Treasury bills, notes, bonds and the following:
 - a. Government National Mortgage Association certificates (GNMAs);
 - b. Federal National Mortgage Association certificates (FNMA's);
 - c. Federal Home Loan Mortgage Corporation (FHLM) bonds.
2. State or municipal bonds rated:
 - a. BBB or higher as rated by Standard and Poor's Corporation;
 - b. Baa or higher as rated by Moody's Investors Service, Inc.

EXHIBIT "D"

Escrow Agent Schedule of Fees

\$2,500 per annum, payable in advance

CERTIFICATION OF FINANCIAL ASSURANCE

Principal: Temple University-Of the Commonwealth System of
Higher Education
Radiation Safety Office
3307 North Broad Street, Room B49
Philadelphia, Pa. 19140

NRC License Number 37-00697-31

Facilities: Licensed material may be used only at the
licensee's facilities, Main Campus, Broad and
Montgomery Streets, Health Sciences Center, Broad
and Ontario Streets, Center City Campus, 1616 and
1619 Walnut Street, St. Christopher's Hospital,
2600 N. Lawrence Street and 3601 A Street,
Philadelphia, PA, and Ambler Campus, Meetinghouse
Road, Ambler, Pennsylvania. Licensed materials
authorized in items 6.L, 7.L, and 8.L may be used
at 4150 Henry Avenue, Philadelphia, PA.

Issued to: U.S. Nuclear Regulatory Commission

This is to certify that Temple University-Of the Commonwealth
System of Higher Education is licensed to possess Type A Broad
Byproduct Material in the following amounts: (see attached
Materials License), and that financial assurance in the amount
prescribed by 10 CFR Part 30 (\$750,000) has been obtained for the
purpose of decommissioning.

Temple University-Of the
Commonwealth System
Higher Education

By 

Name

Laurent J. Hamill
Vice President

Title

Financial Officer and
Treasurer

Date

7-27-90

Corporate seal:

MATERIALS LICENSE

Pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 39, 40 and 70, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

<p>Licensee</p> <p>Temple University of the Commonwealth Systems of Higher Education ATTN: Radiation Safety Office 3307 N. Broad Street, Rm. B49 Philadelphia, Pennsylvania 19140</p>	<p>In accordance with letter dated March 23, 1990, 3. License number 37-00697-31 is amended in its entirety to read as follows:</p>	
	<p>4. Expiration date February 28, 1990 (Extended)</p>	
	<p>5. Docket or Reference No 030-02963</p>	
<p>6. Byproduct, source, and/or special nuclear material</p> <p>A. Any byproduct material with Atomic Nos. 3-83 inclusive</p> <p>B. Strontium 90</p> <p>C. Cobalt 60</p> <p>D. Carbon 14</p> <p>E. Cesium 137</p> <p>F. Hydrogen 3</p> <p>G. Molybdenum 99</p> <p>H. Technetium 99m</p> <p>I. Plutonium</p> <p>J. Plutonium</p> <p>K. Curium 244</p> <p>L. Any source material</p>	<p>7. Chemical and/or physical form</p> <p>A. Any</p> <p>B. Any</p> <p>C. Any</p> <p>D. Any</p> <p>E. Any</p> <p>F. Any</p> <p>G. Any</p> <p>H. Any</p> <p>I. Plated alpha sources</p> <p>J. Encapsulated as Pu-Be neutron sources</p> <p>K. Sealed source (Isotope Product Labs., AFR-244)</p> <p>L. Any</p>	<p>8. Maximum amount that licensee may possess at any one time under this license</p> <p>A. 2 curies each, except as noted below</p> <p>B. 5 curies</p> <p>C. 12 curies</p> <p>D. 5 curies</p> <p>F. 10 curies</p> <p>G. 50 curies</p> <p>H. 10 curies</p> <p>I. 0.04 microcuries</p> <p>J. 96 grams</p> <p>K. 0.5 millicuries</p> <p>L. 50 kilograms</p>

9. Authorized use

A. through H. Medical diagnosis, therapy and research and development as defined in 10 CFR Part 30.4(q), including medical research with humans; animal studies; Education.

I. through K. Research and development as defined in 10 CFR 30.4(q); Education.

L. Decontamination and decommissioning.

CONDITIONS

10. Licensed material may be used only at the licensee's facilities, Main Campus, Broad and Montgomery Streets, Health Sciences Center, Broad and Ontario Streets, Center City Campus, 1616 and 1619 Walnut Street, St. Christopher's Hospital, 2600 N. Lawrence Street and 3601 A Street, Philadelphia, Pennsylvania and Ambler Campus, Meetinghouse Road, Ambler, Pennsylvania. Licensed material authorized in items 6.L., 7.L. and 8.L. may be used at 4150 Henry Avenue, Philadelphia, Pennsylvania.

CERTIFICATION OF FINANCIAL ASSURANCE

Principal: Temple University-Of the Commonwealth System of
Higher Education
Radiation Safety Office
3307 North Broad Street, Room B49
Philadelphia, Pa. 19140

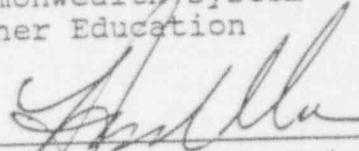
NRC License Number 37-00697-02

Facility: Temple University Hospital
Ancillary Service Building
3401 North Broad Street
Philadelphia, Pa. 19140

Issued to: U.S. Nuclear Regulatory Commission

This is to certify that Temple University-Of the Commonwealth System of Higher Education is licensed to possess Cobalt 60 in the following amounts: 11,000 curries, and that financial assurance in the amount prescribed by 10 CFR Part 30 (\$75,000) has been obtained for the purpose of decommissioning.

Temple University-Of the
Commonwealth System
Higher Education

BY 
Name Laurent J. Ramillord
Vice President, Chief
Financial Officer and
Title Treasurer

Date 7-27-90

Corporate seal:

MATERIALS LICENSE

Amendment No. 20

pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974 (Public Law 93-438), and Title 10, Code of Federal Regulations, Chapter I, Parts 30, 31, 32, 33, 34, 35, 40, and 70, and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer byproduct, source, and special nuclear material designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations of the applicable Part(s). This license shall be deemed to contain the conditions specified in Section 183 of the Atomic Energy Act of 1954, as amended, and is subject to all applicable rules, regulations and orders of the Nuclear Regulatory Commission now or hereafter in effect and to any conditions specified below.

Licensee	In accordance with letter dated March 22, 1989, 3. License number 37-00697-02 is amended in its entirety to read as follows:
Temple University Radiation Safety Office 3307 North Broad Street Philadelphia, Pennsylvania 19140	4. Expiration date February 29, 1992
	5. Docket or Reference No. 030-00458

Byproduct, source, and/or special nuclear material	7. Chemical and/or physical form	8. Maximum amount that licensee may possess at any one time under this license
A. Cobalt 60	A. Teletherapy-sealed sources (AECL Model C-146 or C-151)	A. 11,000 curies (2 sources of not more than 5,500 curies each)

9. Authorized use	One source in a AECL Theratron 780 Teletherapy Unit for the treatment of humans. One source in its shipping container to be in possession of the licensee as necessary to the replacement of the source in the teletherapy unit only.
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CONDITIONS

10. Licensed material shall be used only at Temple University Hospital, Ancillary Service Building, 3401 N. Broad Street, Philadelphia, Pennsylvania.
11. Licensed material shall be used by, or under the supervision of, Ann Chu, M.D., or Craig L. Silverman, M.D.
12. A. Teletherapy sources shall be tested for leakage at intervals not to exceed 6 months. Records of test results shall be kept in units of microcuries and maintained for inspection by the Commission. In the absence of a certificate from a transferor indicating that a test has been made within 6 months before the transfer, a source received from another person shall not be used until tested for leakage.
 B. The tests shall be sufficiently sensitive to detect 0.05 microcurie of contamination on the test sample.
 C. The test sample shall be taken from selected accessible surfaces of the teletherapy head. The selected accessible surfaces should be those surfaces on which one might expect contamination (if there were to be leakage) to accumulate and shall include the inner surface of the most frequently used treatment cones or beam collimating device. The test sample shall be taken with the source in the "off" position.

NAME OF LICENSEE OR APPLICANT
Temple University - Of The Commonwealth System of Higher Education
MAILING ADDRESS
3307 North Broad Street
Philadelphia, PA 19140

Licensee Part (check one of the following):

- Part 30 Licensee ~~xxxApplicantxxx~~ _____ Part 70 Licensee or Applicant
- _____ Part 40 Licensee or Applicant _____ Part 72 Licensee or Applicant

B. Check appropriate item in each category (if applicable)

1. 7/27/90 Date of Financial Assurance Submission
2. _____ Public Entity
3. Private Entity - State related
3. Certification of Financial Assurance
- _____ Decommissioning Funding Plan
4. (a) Prepayment Option (See Appendix B)
 - Trust Fund
 - Escrow Account
 - _____ Certificate of Deposit
 - _____ Government Fund
 - _____ Deposit of Government Securities
- (b) _____ Surety/Insurance/Other Guarantee (See Appendix C)
 - _____ Surety bond
 - _____ Letter of Credit
 - _____ Line of Credit
 - _____ Parent Company Guarantee/Financial Test*
- (c) _____ External Sinking Fund, Sinking Account and Surety/Insurance (See Appendix D)
 - _____ Trust Fund
 - _____ Escrow Account
 - _____ Certificate of Deposit
 - _____ Government Fund
 - _____ Deposit of Government Securities
 - _____ Surety Bond
 - _____ Letter of Credit
 - _____ Line of Credit
- (d) _____ Statement of Intent (public entities only)

*May not be used in combination with any other instrument.

CHECKLIST FOR SUBMISSION OF PREPAYMENT

A. Check Appropriate Form of Prepayment

- Trust Fund
- Escrow Account
- Certificate(s) of Deposit
- Special Government Fund
- Deposit of Government Securities

B. Check Documents Submitted for Each Prepayment Mechanism

1. Trust Fund
 - Trust Agreement
 - Acknowledgement

2. Escrow Account
 - Escrow Agreement

3. Certificate(s) of Deposit
 - Certificate(s) of Deposit
 - Trust Agreement
 - Acknowledgement

or

 - Escrow Agreement*

4. Special Government Fund
 - Written Verification

and either

 - Trust Agreement and Acknowledgement

or

 - Escrow Agreement*

5. Deposit of Government Securities
 - Verification of Approval of Securities

and either

 - Trust Agreement and Acknowledgement

or

 - Escrow Agreement* (with by-laws)

*With verification.

BETWEEN:

LICENSE FEE MANAGEMENT BRANCH, ARM
AND
REGIONAL LICENSING SECTIONS

(FOR LFMS USE)
INFORMATION FROM LYS

PROGRAM CODE: 02300
STATUS CODE: 0
FEE CATEGORY: 7A EX 2B
EXP. DATE: 19980430
FEE COMMENTS: 170.11(A)(4)
DECOM FIN ASSUR REQD: N
.....

LICENSE FEE TRANSMITTAL

A. REGION

1. APPLICATION ATTACHED
APPLICANT/LICENSEE: TEMPLE UNIVERSITY
RECEIVED DATE: 930729
DOCKET NO: 3000458
CONTROL NO.: 118430
LICENSE NO.: 37-00697-02
ACTION TYPE: AMENDMENT

2. FEE ATTACHED
AMOUNT: # 0-----
CHECK NO.: # 0-----

3. COMMENTS

SIGNED Barton R. P.
DATE 7/31/93

B. LICENSE FEE MANAGEMENT BRANCH (CHECK WHEN MILITARY FEE IS ENLARGED /)

1. FEE CATEGORY AND AMOUNT: 7A EX 2B 170.11(A)(4)

2. CORRECT FEE PAID, APPLICATION MAY BE PROCESSED FOR:
AMENDMENT -----
RENEWAL -----
LICENSE -----

3. OTHER -----

SIGNED [Signature]
DATE 8/23/93

FEE EXEMPT